Exhibit E



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March 15, 2017

Fililberto Agusti Steptoe & Johnson LLP 1330 Connecticut Avenue, NW Washington, DC 20036

Re: Eddystone Rail Company, LLC v. Jamex Transfer Services, LLC,

Case No. 1:17-cv-01266-WHP

Counsel:

As you know we represent Bridger Logistics, LLC, Ferrellgas Partners, L.P., and Ferrellgas L.P. (collectively, the "<u>Bridger Parties</u>"). In opposing the Bridger Parties' efforts to intervene in the above matter, you cite, among other things, the possibility of delay in the event intervention is permitted. In order to obviate such alleged delay in the event intervention is allowed, we are requesting now that you produce the following materials relating to the arbitration (the "<u>Arbitration</u>") between Eddystone Rail Company, LLC ("<u>Eddystone</u>") and Jamex Transfer Services, LLC ("<u>JTS</u>") before the Society of Maritime Arbitrators.

We appreciate that at this juncture Eddystone may not be legally obligated to provide discovery in the above-referenced action, but if potential delay is really a concern of your client, producing documents now will avoid delay after intervention is ruled upon. Moreover, even if intervention is disallowed, the discovery we are seeking is relevant to the parties' claims and defenses in *Eddystone Rail Company, LLC v. Bridger Logistics, LLC et al.* (E.D. Pa. Civ. Action No. 17-cv-00495) (the "Pennsylvania Action") and would ultimately have to be produced to the Bridger Parties in the Pennsylvania Action.

- 1. All submissions to the Arbitration Panel (the "Panel");
- 2. Complete transcripts of all hearings held before the Panel;
- 3. All orders issued by the Panel;
- 4. Documents sufficient to show the calculation of damages alleged by Eddystone in the Arbitration;
- 5. All communications between Eddystone and JTS relating to the Arbitration;

Fililberto Agusti March 15, 2017 Page 2

- 6. The January 5, 2017 settlement agreement between Eddystone and JTS (the "Settlement Agreement") and any related agreements between or among Eddystone and JTS and/or any of their respective affiliates;
- 7. All non-privileged documents and communications relating to the drafting and negotiation of the Settlement Agreement and any other agreements responsive to the prior request.

We reserve the right to supplement and/or revise the requests above and seek additional information and documents as we continue our review. Please feel free to contact me if you have any question or would like to discuss further.

Sincerely,

Sunny Gulati